JULY 5, 2022 BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 565** 

COURT MET IN REGULAR SESSION, PRESENT COUNTY JUDGE-EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, GARY COULTER, BERNARD ICE, JEFF LEAR AND ERIC SHELBURNE.

#### MINUTES APPROVED JUNE 21, 2022 REGULAR MEETING

On motion of Eric Shelburne, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the minutes of the June 20, 2022 Regular Fiscal Court meeting.

\*\*\*

### **BILLS-TRANSFERS-ADDITIONAL BILLS**

On motion of Bernard Ice, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize the County treasurer to pay the following bills, additional bills and to make the following transfers as presented. See pages 568-572.

\*\*\*

#### INTERLOCAL AGREEMENT WITH BULLITT COUNTY

On motion of Jeff Lear, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to authorize the Interlocal Agreement with Bullitt County. See pages 573-575.

\*\*\*

### REVISED PAY RATE ORDER

On motion of Gary Coulter, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Revised Pay Rate authorized by the State. See pages 576-580.

JULY 5, 2022 BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 566** 

#### **B- REPORT**

Jailer John Snellen presented to the court the regular Jail report. See pages 581-582.

### **RECREATION REPORT- NO REPORT**

\*\*\*

### **EMA/EMS- NO REPORT**

\*\*\*

#### LANDFILL/SOLID WASTE

County Landfill Manager/Engineer John Greenwell updated the court on the Landfill projects.

On motion of Eric Shelburne, second of Jeff Lear, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Request to advertise Material Bids.

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Request to advertise for a replacement Pup Truck.

\*\*\*

#### **ROAD DEPARTMENT REPORT**

County Assistant Road Supervisor Lee Mattingly presented to the County Road Department Report. See page 583.

\*\*\*

JULY 5, 2022 BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT PAGE 567

#### **OLD/NEW BUSINESS**

#### **TAX MORATORIUM-**

On motion of Keith Metcalfe, second of Gary Coulter, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Tax Moratorium as presented. See page 584.

#### **LEASE AGREEMENT-**

On motion of Gary Coulter, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to approve the Lease Agreement with the Bardstown/Nelson County Veterans Park, striking item #15 and correcting a typo on #2 (term lease). See pages 585-589.

\*\*\*

On motion of Bernard Ice, second of Eric Shelburne, by unanimous vote of the court, IT IS HEREBY ORDERED to adjourn the July 5, 2022 regular session Fiscal Court.

DEAN WATTS, NELSON COUNTY JUDGE/EXECUTIVE

JEANETTE HALL SIDEBOTTOM, NELSON COUNTY CLERK

JULY 5, 2022

**BOOK 43** 

### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 568** 

#### Nelson County Fiscal Court Bills for Court Approval July 5, 2022

| Name                      | Memo   | Account                                  | Amount    |
|---------------------------|--|--|-----------|
| 01 General Fund           |  |  |           |
| ADP                       | Payroll processing 060922                      | 9100301 Payroll Processing               | \$ 587.67 |
| Bardstown Housing Auth    | Bethany Haven + July 2022                      | 5315399 - Emergency Shelter for Children | 300.00    |
| Blankenship, Ronnie       | Cell phone car charger                         | 5115445 - Codes - Office Expense         | 26.99     |
| Brite Wholesale           | LED bulbs                                      | 5081334 - Justice Center Building Maint  | 361.00    |
| Buzick                    | Gloves   | 5401427 - Recreation Maint Supplies      | 24,99     |
| Buzick                    | Ceiling tiles                                  | 5425334 - Fairgrounds Support            | 246.64    |
| Central Ky Comm Action    | Staffing for Voluntary Action                  | 5301315 - Community Action Services      | 1,014.00  |
| Chase Card Services       | Software, office supplies                      | 5001445 - CJE Office Expense             | 407.55    |
| Chase Card Services       | KACTFO Conference 2022                         | 5040577 : Treasurer travel               | 249,71    |
| Chase Card Services       | Certified mail - nuisance reports              | 5115563 - Codes - Postage                | 25.28     |
| Clark Mechanical LLC      | Cooling tower, underground line and excavating | 5415711 Heating and Air Equipment        | 9,758,00  |
| Conway Heaton             | SO 4, 40                                       | 5105340 - Law Enforc Vehicle maintenance | 1,274.23  |
| Coulter's Towing          | Forklift service                               | 5330515 Feed America Program             | 150.00    |
| Cundiff, Leo              | Sweep parking lot                              | 5415329 Civic Center Maint Contracts     | 100.00    |
| Danville Office           | Monthly copier agreement                       | 5031445 - CJE Office Expense             | 150.26    |
| Friends of Wickland       | Cleaning 0522-0622                             | 5036329 Wickland Maint Contracts         | 443.75    |
| Interstate Security       | Quarterly monitor agreement                    | 5105329 Law Enfore Bldg Maint Contracts  | 102.00    |
| Interstate Sceurity       | Quarterly monitor agreement                    | 5415329 · Civic Center Maint Contracts   | 102.00    |
| Intertech Mechanical      | AC service call - CDW                          | 5031516 - A.C. HVAC, Geothermal          | 379.00    |
| Kleentech                 | Carpet cleaning - entire building              | 5031329 Justice Center Maint Contracts   | 2,155,24  |
| KMCA                      | 2023 dues                                      | 5025551 - Magistrates Memberships        | 3.669.79  |
| Ky County Judge Assoc     | Membership 2022-2023                           | 9100551 Memberships                      | 3,190.00  |
| Ky Standard               | Newspaper subscription                         | 5001445 - CJE Office Expense             | 63.99     |
| Masters Supply Inc        | Toilet repair                                  | 5031334 - Justice Center Building Maint  | 31.02     |
| Paxton Media Group        | June 2022 legal ads, public notices            | 9100539 - Advertising & Legal Notices    | 243.23    |
| Quick Care Express        | Car 4  | 5135340 - EMA Vehicle maintenance        | 85.00     |
| Quick Care Express        | Car 4  | 5135443 - EMA Vehicle Parts              | 193.90    |
| Quill Corporation         | Toner  | 5040445 Treasurer Office Supplies        | 102.59    |
| Ronnie's Custom Care      | Monthly cleaning                               | 5081329 · Justice Center Maint Contracts | 4,120.00  |
| S & P Cleaning Sve        | Cleaning service 0622                          | 5010329 - Sutherland Bldg Main Contracts | 1,420.00  |
| S & P Cleaning Svc        | Cleaning service 0622                          | 5080329 · Old Courthouse Maint Contracts | 1.375.00  |
| Tractor Supply            | Weed killer, sprayer                           | 5090427 · Maintenance - Supplies         | 169,97    |
| Tractor Supply            | Litter   | 5205427 - Animal Control Feed & supplies | 37,47     |
| United States Treasury    | 2022 PCORI Tax                                 | 9100902 · Payments to Govt Agencies      | 131.13    |
| Total 01 General Fund     |  |  | 32,691,40 |
| 92 Road Fund              |  |  |           |
| Airgas Mid America        | Welding supplies                               | 6105427 + Garage supplies                | 85.82     |
| All State Truck Sales     | Mechanic's truck                               | 6105-443 · Parts                         | 98.16     |
| Allied Cleaning Solutions | Towels   | 6103411 Cleaning and custodial supplies  | 124.10    |
| Bardstown Mills           | Fence- Hutchins Ridge                          | 6105537 - Property damage claims         | 13.50     |
| Bluegrass Seed            | Hutchins Ridge                                 | 6105431 Fences, ROW, Tree Removal        | 97.50     |
| Boyd Co                   | 924K, Truck 305                                | 6105443 Parts                            | 2,497.12  |
| Buzick                    | Quarry Loop, Hall Simpson                      | 6105457 - Bridge & Culvert Materials     | 154.71    |
| Buzick                    | Mailbox - Pottershop Rd                        | 6105537 - Property damage claims         | 10.89     |
| Chase Card Services       | Paver  | 6105443 · Paris                          | 235.00    |
| Chase Card Services       | Thermometers- testing asphalt temps            | 6105475 · Tools                          | 179.91    |
| Draper, Paul              | D II   | 6105481 · Uniforms                       | 100.00    |
| East Penn                 | Batteries                                      | 6105443 Parts                            | 149.27    |
|                           |  |  | 145.41    |

JULY 5, 2022

**BOOK 43** 

### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 569** 

#### Nelson County Fiscal Court Bills for Court Approval July 5, 2022

| Name                     | Memo                            | Account                                   | Amount    |
|--------------------------|---------------------------------|---|-----------|
| 02 Road Fund (continued) |                                 |   |           |
| Hillyard                 | Tissue                          | 6103411 - Cleaning and custodial supplies | 83.85     |
| Irving Materials Inc.    | Quarry Loop, Hall Simpson       | 6105457 - Bridge & Culvert Materials      | 939.00    |
| J Edinger                | Truck 305                       | 6105443 - Parts                           | 321.55    |
| Kimball Midwest          | Shop supplies                   | 6105427 · Garage supplies                 | 10.08     |
| Lasco                    | Filters                         | 6105443 - Parts                           | 190.20    |
| Lawson Products          | Garage supplies                 | 6105427 · Garage supplies                 | 67.86     |
| Quill Corporation        | Coffee                          | 6103411 - Cleaning and custodial supplies | 40.99     |
| Saf-ti-Co                | Woodlawn Bridge signage         | 6105312 - Bridges                         | 173.25    |
| Saf-ti-Co                | Street signs                    | 6105469 Signs & Posts                     | 71.34     |
| University of Ky Transp  | Pesticide training (3)          | 6105569 Staff Training                    | 405,30    |
| Total 02 Road Fund       |                                 | W -                                       | 6,048,30  |
| 03 Jail Fund             |                                 |   | 40 111,10 |
| Chase Card Services      | Damage deposit refund - Freezer | 4731 · Miscellaneous Revenue              | (200.30)  |
| Chase Card Services      | Fuel                            | 5101340 - Vehicle expense                 | 143.25    |
| Chase Card Services      | Jailers Conference 0622         | 5101577 - Travel                          | 567.53    |
| Clems                    | Food                            | 5101425 - Food                            | 3.372.72  |
| Danville Office          | Printer ink, office expense     | 5101445 - Office Supplies                 | 447.94    |
| Flowers Baking Co        | Bread                           | 5101425 - Food                            | 679.44    |
| Gordon Foods             | Cleaning and custodial supply   | 5101411 - Custodial Supplies              | 1,440,65  |
| Gordon Foods             | Kitchen supplies                | 5101423 · Food Prep & Serving Supplies    | 660,72    |
| Gordon Foods             | Food                            | 5101425 · Food                            | 6.545.74  |
| Gordon Foods             | Canteen inventory               | 5101428 - Canteen Inventory               | 355.89    |
| ICS Jail Supplies        | Sheets, towels                  | 5101437 · Linen                           | 2,600.00  |
| Interstate Security      | Fire alarm annual agreement     | 5101329 - Building Maint Contracts        | 950.00    |
| Interstate Security      | Quarterly monitor agreement     | 5191329 · Building Maint Contracts        | 256.00    |
| Maxima Supply            | Inventory                       | 5101428 - Canteen Inventory               | 100       |
| Prairie Farms            | Milk                            | 5101425 - Food                            | 1,694,10  |
| Uline                    | Bags                            | 5101446 - Jail Supply and Provisions      | 898.75    |
| Vittitow Refrigeration   | lce machine repairs             | 5101336 · Equipment Repairs               | 216.46    |
| Total 03 Jail Fund       |                                 | 5101550 Equipment Repairs                 | 689.24    |
| 09 Ambulance Fund        |                                 |   | 21,318.43 |
| 3-D Graphics             | Embroidery fees                 | 5140481 - Staff Uniforms                  | 151.00    |
| AT&T Fleet               | Fleet tracking services         |   | 114,00    |
| AT&T Mobility            | ATT First Responder service     | 5140340 - Vehicle Maintenance & Repuirs   | 235,44    |
| Bound Tree Medical       | Medical supply                  | 5140336 Equipment Maintenance & Repairs   | 335.31    |
| Chase Card Services      | Maintenance supplies            | 5140550 Medical supplies & Materials      | 992.55    |
| Chase Card Services      | Kitchen supplies                | 5140334 Building maintenance              | 23.98     |
| Chase Card Services      | Desktop upgrade, laptop         | 5140411 Custodial supplies                | 18.58     |
| Chase Card Services      | Medical supply                  | 5140413 Data Processing Equipment         | 904.00    |
| Chase Card Services      | Postage                         | 5140550 - Medical supplies & Materials    | 174.97    |
| Dial One                 | Repair Surface Pro Laptops (6)  | 5140563 Postage                           | 589.25    |
| EMSAR                    | Battery - power load cot        | 5140336 - Equipment Maintenance & Repairs | 2,800.60  |
| ESO Solutions Inc        | Patient care software           | 5140336 - Equipment Maintenance & Repairs | 726.75    |
| Ky Medicaid Assess       | Medicaid Assessment Fee 0622    | 5140543 - Licenses                        | 13,572.90 |
| NexAir                   | Oxygen                          | 5140314 - Medicaid Provider Fee           | 8,444,92  |
| QuadMed Inc              | Medical supply                  | 5140550 · Medical supplies & Materials    | 246,44    |
| Quick Care Express       | Medic 1, Sq 41                  | 5140550 - Medical supplies & Materials    | 603.70    |
| Quick Care Express       | Sq 33, 38, 41                   | 5140340 · Vehicle Maintenance & Repairs   | 220,00    |
| Quick Care Express       | Medic 1, Sq 41                  | 5140439 · Oil. lubes                      | 246,44    |
| # # mam entable #1912    | wieute 1, 5g +1                 | 5140443 · Vehicle Parts                   | 883.73    |
|                          |                                 |   |           |

Page 2 of 3

JULY 5, 2022 BOOK 43

### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 570** 

#### Nelson County Fiscal Court Bills for Court Approval July 5, 2022

| Name                           | Memo                                    | Account                                   | Amount        |
|--------------------------------|---|---|---------------|
| 09 Ambulance Fund (continued   | )                                       | ·   |               |
| Sam's Club                     | Kitchen supplies                        | 5140411 - Custodial supplies              | 112.37        |
| Sam's Club                     | Supplies                                | 5140550 - Medical supplies & Materials    | 69.87         |
| Sims Diesel Tech               | Sq 31                                   | 5140340 - Vehicle Maintenance & Repairs   | 165,00        |
| Sims Diesel Tech               | Sq 31                                   | 5140443 - Vehicle Parts                   | 125.00        |
| Stericycle                     | Steri safe                              | 5140550 - Medical supplies & Materials    | 124,62        |
| Stryker Medical                | Battery pack - cot                      | 5140336 - Equipment Maintenance & Repairs | 998,42        |
| Teleflex                       | Medical supplies                        | 5140550 · Medical supplies & Materials    | 562.50        |
| VendNovation LLC               | Annual monitoring fee                   | 5140336 - Equipment Maintenance & Renairs | 1,200,00      |
| Zoll Medical                   | Heart monitors and moderns- final       | 5140739 · EMS Equipment                   | 49,178,74     |
| Zoll Medical                   | Defibrillator and accessories           | 5140739 - EMS Equipment                   | 31.371.87     |
| Total 09 Ambulance Fund        |   |   | 115,041,35    |
| 13 Solid Waste Fund            |   |   |               |
| Buzick                         | Load hinder ratchet straps              | 5215443 - Parts                           | 29 99         |
| Chase Card Services            | Damage to personal vehicle via dumpster | 5215537 · Property damage claims          | 1,242.98      |
| Fastenal                       | Gloves                                  | 5215594 · Crew Safety Equipment           | 396.76        |
| Galeton                        | Rain and safety gear                    | 5215481 - Employee uniforms               | 593.77        |
| Lasco                          | Trucks 414, 416                         | 5215443 · Parts                           | 1,627,36      |
| St Michael Parish              | Plum Run Rd, Irish Ridge, Wilkers on    | 5215315 - Roadside Cleanup                | 1,500.00      |
| SWACK                          | Membership dues                         | 5215551 · Licenses and Dues               | 75.00         |
| Total 13 Solid Waste Fund      | •                                       |   | 5,470,86      |
| 15 Landfill Fund               |   |   |               |
| Air Hydro                      | Pipe fittings                           | 5210443 - Parts                           | 27.04         |
| AmCon                          | Daily cover tarp                        | 5210446 · Cover Material                  | 3,676,26      |
| Boyd Co                        | Compactor, backhoe, highlift            | 5210443 · Parts                           | 640.30        |
| Buzick                         | Flagging tape, wood stakes, markers     | 5210427 - Main supplies                   | 39.33         |
| Chase Card Services            | Garage supplies                         | 5210427 - Main supplies                   | 243.16        |
| Chase Card Services            | Software, postage                       | 5210445 + Office Expense                  | 133.59        |
| Chase Card Services            | Litter fence posts                      | 5210571 · Property Maintenance            | 91.35         |
| East Penn                      | Batteries                               | 5210443 - Parts                           | 334,74        |
| Hall, Derek                    | DOT physical reimbursement              | 5210445 · Office Expense                  | 75,00         |
| Interstate Security            | Quarterly monitor agreement             | 5210329 · Maintenance Contracts           | 102.00        |
| Kenvirons Inc                  | Annual survey 2022                      | 5210323 - Engineering                     | 5,966.05      |
| Kenvirons Inc                  | Phase 1 Construction Plans              | 8011750 · Landfill Phase Construction     | 16,804.00     |
| Kimberland, David              | Office cleaning 0622                    | 5210329 · Maintenance Contracts           | 420,00        |
| Koorsen Fire and Safety        | Compactor fire inspection               | 5210329 - Maintenance Contracts           | 698.68        |
| Long, Michael T                | CDL permit reimbursement                | 5210445 · Office Expense                  | 87,34         |
| Modern Supply                  | Welding supplies                        | 5210427 Main supplies                     | 50.13         |
| Quill Corporation              | Time cards, air freshener               | 5210445 · Office Expense                  | 74.28         |
| Reaction Parts LLC             | Backhoe                                 | 5210443 · Paris                           | 1,795.00      |
| W W Grainger                   | Towels                                  | 5210411 : Custodial supplies              | 123.84        |
| Total 15 Landfill Fund         |   | 10.55                                     | 31,432.09     |
| 23 Occupational Tax Fund       | C-000000000000000000000000000000000000  |   |               |
| Eagle Information Services LLO |   | 5047336 - OLF Equipment Main              | 1,200.00      |
| Shred-It USA                   | File destruction service                | 5047445 · OLF Office supplies             | 131.61        |
| Total 23 Occupational Tax Fund |   |   | 1,331.61      |
| Bills for Approval             |   |   | \$ 213,334.54 |

Page 3 of 3

JULY 5, 2022

**BOOK 43** 

#### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 571** 

#### NELSON COUNTY FISCAL COURT FY 2022 YEAR END BILLS AND TRANSFERS June 30, 2022

Fund/Vendor Description Account General Fund Flush valves - stock 5090406 · County-wide Supplies, Materials 5 290,56 Less Discount (2.91)Home Depot Pro Toilet repairs 5081334 · Justice Center Building Maint 218.61 Less Discount (2.19) KACO Premium - May 21-June 30, 2022 5081521 - Justice Center Insurance 1,545.71 Merchant Pact Credit Card Services Credit card fees 0622 5115445 - Code Enforcement Office Expense 19,95 FY 22 Budgeted Appropriation Transfers from General Fund -June 2022 4909 09 - Transfers to EMS 189,000,00 Nelson Co Jail 4909 03 : Transfers to Jail 140,000,00 Washington County Sheriff Trevor Beaty employment contract 5105199 - Employee Contract Buyout 10,416.60 Hayes Pipe Supply Pipe - stock purchase 6105457 - Bridge & Culvert Materials 15.838.08

TOTAL PAID BILLS AND TRANSFERS

5357,324.41

JULY 5, 2022

REGULAR SESSION OF NELSON FISCAL COURT

**BOOK 43** 

**PAGE 572** 

# NELSON COUNTY FISCAL COURT FINAL BUDGET TRANSFERS - FY 2022

| Account Name                     | Transfer<br>From/Reduce<br>Budget Amount | Transfer/Add to<br>Budgeted<br>Amount | Amount      |
|----------------------------------|--|---------------------------------------|-------------|
| GENERAL FUND                     |  |                                       |             |
| Reserve for emergencies/transfer | 9200-999                                 |                                       | (52,700.00) |
| Planning Commission Salaries     |  | 5070-185                              | 100.00      |
| Justice Center Building Maint    |  | 5081-334                              | 200.00      |
| County Wide Maintenance Supplies |  | 5090-406                              | 300.00      |
| Law Enf Employee Contract Buyout |  | 5105-199                              | 10,400.00   |
| Law Enf Automobiles              |  | 5105-723                              | 41,600.00   |
| Recreation Staff                 |  | 5401-177                              | 100.00      |
| ROAD FUND                        |  |                                       | 5.4         |
| Reserve for emergencies/transfer | 9200-999                                 |                                       | (1,200.00)  |
| Bridge and Culvert Materials     | 2200 000                                 | 6105-457                              | 1,200.00)   |
|                                  |  | 0100-407                              | 1,200.00    |
| JAIL FUND                        |  |                                       |             |
| Deputy's Salaries                |  | 5101-103                              | 12,600.00   |
| Retirement                       | 9400-202                                 | 0101 100                              | (12,600.00) |
|                                  | - 100                                    |                                       | (12,000.00) |
| SOLID WASTE FUND                 |  |                                       |             |
| Reserve for emergencies/transfer | 9200-999                                 |                                       |             |
| Labor                            | 9200-999                                 |                                       | (1,800,00)  |
| Caboi                            |  | 5215-161                              | 1,800.00    |
| LANDFILL FUND                    |  |                                       |             |
| Reserve for emergencies/transfer | 9200-999                                 |                                       | (700)       |
| Credit Card Processing           | 5200-999                                 | F045 040                              | (700.00)    |
| aran and rivossing               |  | 5210-318                              | 700.00      |

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 573** 

#### **RESOLUTION NO. 22-06**

# AGREEMENT BY AND BETWEEN BULLITT COUNTY, KENTUCKY AND NELSON COUNTY, KENTUCKY

WHEREAS, Chapter 65 of the Kentucky Revised Statutes permits local governmental units to cooperate with other local governmental units to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, Builitt County, Kentucky (hereinafter, "Builitt County") has approved, by ordinance, resolution or otherwise pursuant to law, entering into an Agreement with Nelson County, Kentucky (hereinafter, "Nelson County") to carry out inspections in compliance with 815 KAR 7:120 Kentucky Building Code and 815 KAR 7:125 Kentucky Residential Code as granted by Expanded Jurisdiction Agreement with the Department of Housing, Buildings and Construction (hereinafter "DHBC") pursuant to KRS 1988.060(5).

WHEREAS, Neison County has approved, by ordinance, resolution or otherwise pursuant to law, entering into an Agreement with Bullitt County to carry out inspections in compliance with 815 KAR 7:120 Kentucky Building Code and 815 KAR 7:125 Kentucky Residential Code as granted by Expanded Jurisdiction Agreement with the DHBC pursuant to KRS 1988.060(5).

WHEREAS, this Agreement will be submitted to the Department for Local Government (hereinafter, "DLG") for approval in compliance with KRS 65.260(3) and to the DHBC for approval in compliance with KRS 65.300. The DLG and the DHBC have sixty (60) days to review the Agreement. Failure by either the DLG or the DHBC to disapprove the Agreement within the sixty (60) days constitutes an Agreement on behalf of that Department.

#### SECTION 1

This Agreement is entered into between Bullitt County and Nelson County effective beginning June 7, 2022.

#### SECTION 2

The parties agree that the Code Enforcement Department for Bullitt County shall be responsible for the building and electrical inspections and plan review duties approved and granted by the DHBC in accordance with the executed Expanded Jurisdiction Agreement pursuant to KRS 1988.060(5) within the Jurisdiction of Bullitt County. However, the parties further agree that Nelson County shall be granted the authority to perform and collect fees for the building and electrical inspection duties approved and granted by the DHBC in accordance with the executed Expanded Jurisdiction Agreement pursuant to KRS

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 574** 

198B.060(5) within the limits of Bullitt County. The parties shall cooperate and coordinate in the provision of services as set forth herein.

#### SECTION 3

The parties agree that Nelson County shall carry out Inspections in accordance with KRS 198B.060(2) and inspections in compliance with 815 KAR 7:120 Kentucky Building Code and 815 KAR 7:125 Kentucky Residential Code as an assistance to Bullitt County within the limits of Bullitt County. The parties further agree that Nelson County shall carry out inspections of HVAC/mechanical installations as an assistance to Bullitt County within the limits of Bullitt County.

#### **SECTION 4**

The parties agree that Bullitt County shall collect all applicable fees for the provision of services by Bullitt County as set forth herein and that Nelson County will not receive any portion of said fees. The parties agree that Bullitt County shall collect all applicable fees for the provision of services by Nelson County within its limits as set forth herein and that Bullitt County shall remit all such fees for the provision of services by Nelson County to Nelson County. The parties further agree that Bullitt County shall reimburse Nelson County for any costs associated with the provision of services on behalf of Bullitt County pursuant to this Agreement.

#### **SECTION 5**

The parties agree to cooperate and provide mutual aid as reasonably possible and under mutually agreed upon terms to assist the other in the provision of services set forth herein.

#### **SECTION 6**

This Agreement shall not be effective until a certified copy is filed in accordance with KRS 65.290 with the Secretary of State.

This Agreement shall remain in effect for the duration of the approved Expanded Jurisdiction local program. If either party intends to terminate this Agreement, the party shall provide written notice at least 90 days prior to the expiration of the approved Expanded Jurisdiction Agreement to the DHBC and the non-terminating party.

**BULLITT COUNTY** 

**NELSON COUNTY** 

Bullitt County Judge/Executive

Nelson County Judge/Executive

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 575** 

ATTESTED TO:

By: / WWW W. V V V V Clock

Neison County Clerk

APPROVED AS TO LEGALITY AND FORM:

By: County Attorney

**Nelson County Attorney** 

JULY 5, 2022

BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT

| MENDED PAY RATE ORDER 2022-2023 FISCAL YEAR                           |                          |            |         |
|---|--------------------------|------------|---------|
| recommendation of County Judge/Executive Watts, motion                | n of Gary Coulter, secon | c of       |         |
| i Ledii. And ammabus vote of the infouring Matte Materia              | 8,                       |            |         |
| ulter, Ice, Lear, and Shelburne.                                      |                          |            |         |
| IS HEPERY OPPERED THAT HE SE  | 931                      |            |         |
| S HEREBY ORDERED THAT the following pay rates be a<br>all year:       | pproved for the 2022-23  |            | 1.0     |
| year,   | 41.15                    |            |         |
|   |                          |            | - 1     |
|   | 2021-2022                | 2022-2023  | Ť       |
| Supervisors (Annual Salary)   |                          |            |         |
| Engineer - B. Spalding  | 5123.841.82              | 132.510.75 |         |
| Landfill Manager/Engineer-J. Greenwell                                | \$ 87,782.09             | 93.928.84  |         |
| Planning & Zoning Administrator - J. Johnston                         | 5 98 251.81              | 105,129,44 |         |
|   |                          |            |         |
| Other Salarled (Annual Salary)  |                          |            |         |
| Assistant Road Supervisor - L Mattingly                               | \$ 67,809.16             | 72,555.80  |         |
| County Treasurer - R. Fenwick   | \$ 88,587.15             | 94.788.25  |         |
| Building Inspector - L. Spaulding                                     | \$ 79,683.81             | 85,240.28  |         |
| Electrical Inspector - R. Blankenship<br>Recreation Director-D. Hagan | \$ 65,254.57             | 69 822 39  |         |
| Deputy Coroner-B. Papenfuss (Monthly Salary)                          | \$ 56,100.00             | 60,027.00  |         |
| Deputy Coroner-K. Monin (Monthly Salary)                              | \$ 450.33                | 481.85     |         |
| Monthly Salary)   | \$ 450 33                | 481.65     |         |
| Hourly Employees  |                          | 4          | 45      |
| Road Department   |                          |            |         |
|   |                          |            | _       |
| Breeden, Wade   | S 21.81                  | 00.01      |         |
| Donahue, Andrew   | S 21.81<br>S 21.81       | 23.34      |         |
| Draper, Paul  | \$ 25.44                 | 23.34      |         |
| Durbin, Alan  | \$ 21.81                 | 27.22      |         |
| Fulkerson, Ronnie   | 5 21.81                  | 23 34      |         |
| Gribbins, Joshua K  | \$ 21.81                 | 23 34      |         |
| Hillard, Donnie   | \$ 21.81                 | 23.34      |         |
| Jones, Steve  | \$ 26.78                 | 28.65      |         |
| Klostermann, Larry W (Seasonal)                                       | \$ 18.00                 | 18.00      | -       |
| Martin, Chris   | \$ 25.44                 | 27.22      | -       |
| Prewitt, Ricky  | \$ 21.81                 | 23.34      |         |
| Read, Scott   | \$ 21.81                 | 23.34      | -       |
| Titley. Keldon  | \$ 21.81                 | 23.34      |         |
| Vittitow, Brian Issac   | \$ 21.81                 | 23.34      |         |
| Yaste, Terry  | \$ 21.81                 | 23.34      |         |
|   |                          |            | - 12    |
| Asintenance/Janitorial  |                          | W-7        | 45 C.E. |
| Willett, Keith  | The second second        |            |         |
| Young, Mark   | \$ 25.44                 | 27.22      | 2       |
|   | \$ 25 44                 | 27 22      |         |
| Vork Release Supervisor   |                          |            | 10.0    |
| Fulkerson, Russell  | 5 27.22                  | 20.45      |         |
|   | 3 21,22                  | 29.13      |         |
| dministrative Employees   |                          |            |         |
| lerks   |                          |            |         |
| Blandford, Teresa   | \$ 21.78                 | 25.00      |         |
| Bryan Carole  | \$ 25.00                 | 26.75      | -       |
| Elliott, Kelsey L   | \$ 14.28                 | 15.28      |         |
| Finch, Steven A   | \$ 16.07                 | 17.19      |         |
| Hall, Maria A (Temporary)   | \$ 12.00                 | 12.00      | -       |
| Hammond, Alisha   | \$ 18.87                 | 20.19      | -       |
| Hardin, Elizabeth (Part-time)   | \$ 12.00                 | 12.84      | ш.      |
| Nest, Richard   | 5 16.07                  | 17.19      | -       |
| Sims, Shanna (\$1 00 Raise after 6 mos)                               |                          | 18 45      |         |

JULY 5, 2022

BOOK 43

### REGULAR SESSION OF NELSON FISCAL COURT

| Imal Control  Bartley, Todd  |               | 021-2022 |       | 2022-2023      |
|--|---------------|----------|-------|----------------|
| Bartley, Todd  |               |          |       |                |
| Bartley, 1000  |               | -        |       |                |
| Eilen steinte Deutsch  | S             | 21.50    |       | 23.01          |
| Fitzpatrick, Royce Coffell, Brooke   | S             | 23.51    |       | 25.16          |
| Graves, Lydia A  | S             | 15.00    |       | 16.05          |
| Hall, Ashley   | S             | 15.00    |       | 18.05          |
|  | S             | 20.00    |       | 21.40          |
| Girdley, Christy Sturgill, Kristy A  | S             | 15.00    |       | 16.05          |
| County III, Kristy A   | 5             | 15.00    |       | 16.05          |
| creation Department  | 1             |          | ī     | _              |
| Mattingly, Timothy Lane (Seasonal)   | 1 5           | 18 00    | 1     | 18.00          |
| Sidebottom, Thomas (Seasonal)  | 5             | 18.00    |       | 18 00          |
| puty Sheriffs  | -             |          |       |                |
| Conway, Christopher  | 1             |          |       |                |
| Downs, Ryan  | \$            |          | 26.92 | 28.99          |
| Greenwell, Josh  | 15            |          | 25.20 | 27.27          |
| Greer, Jonathan L  | \$            |          | 25.23 | 27.30          |
| Jewell, Brandon  | \$            |          | 25.20 | 27.27          |
| Justice, Ian   | \$            |          | 25.20 | 27.27          |
| Keith, Carmel  | 5             |          | 25.20 | 27.27          |
| * Kirkpatnck, Keegan B   | 5             |          | 25.20 | 27.27          |
| Purdom, William J  | 5             |          | 25.20 | 27.27          |
| Sharp, Gary Wayne  | _ S_          |          | 25.20 | 27.27          |
|  | S             | 23.55    | 25.20 | 27.27          |
| Teater, Brandon  | S             |          | 26 80 | 28.87          |
| Voils, Brian   | \$            | 26.55    |       | 30.48          |
| Watts, Mike  | 5             | 29.42    | 31.48 | 33.55          |
| Wells, Dennis  | 5             | 23.69    | 25 35 | 27 42          |
| Wetzel, Walter   | \$            | 25.05    |       | 28.87          |
| White, Ryan  | 5             | 23.55    |       | 27.27          |
| Winans, Andrew L<br>se rates include the yearly training incentive \$2.07  | S             | 23.55    | 25 20 | 27.27          |
|  |               |          |       |                |
| qtill  | 1             |          |       |                |
| Bryan, Joshua D.   |               | 24.44    | 11.   | 25.7           |
| Clark, Robert  | \$<br>  \$    | 21.44    |       | 22.94          |
| Crask, R Tommy   |               | 21.44    |       | 22.94          |
| Culver, Eric   | S             | 27.68    |       | 29.83          |
| Curtsinger, Jonathan   | S             | 21.44    |       | 22.94          |
| Donahue, Paul  | S             | 21,44    |       | 22.94          |
| Franke, Joe  | 5             | 28.36    |       | 30.35          |
| Lampkin, J. Brandon  | S             | 23.56    |       | 28.00          |
| Lewis, Ronald G  | S             | 21.44    |       | 22.94          |
| Sprigg, Tommy  | \$            | 21.81    |       | 23.34          |
|  | S             | 21.69    |       | 23 21          |
| d Waste  |               |          |       |                |
| Auxier, Timothy R  | S             | 21.44    |       | 22.94          |
| Berry, M. Tommy-Supervisor   | \$            | 28 36    |       | 30.35          |
| Dewitt, Joey   | 5             | 21.44    |       | 22.94          |
| Godbey, Jason  | 5             | 21.44    |       | 22.94          |
|  | +s-           | 21.44    |       | 22.94          |
| Greenwell, Jonathan B  | 15            | 21,44    |       | 22.94          |
| Hackel, Timothy  | 5             | 20.44    |       | 21,94          |
| Hackel, Timothy Hall, Derek (\$1.00 Raise after CDL License)   |               |          |       |                |
| Hacket, Timothy Hall, Derek (\$1.00 Raise after CDL License) Long, Michael (\$1.00 Raise after CDL License)  |               | 20 44    |       |                |
| Hackel, Timothy  | 5             | 20.44    |       | 21.94          |
| Hackef, Timothy Hall, Derek (\$1.00 Raise after CDL License) Long, Michael (\$1.00 Raise after CDL License) McCune, Skyler V Melcalfe, Thomas  | 5<br><b>S</b> | 21,44    |       | 22,94          |
| Hackef. Timothy Hall, Derek (\$1.00 Raise after CDL License) Long, Michael (\$1.00 Raise after CDL License) McCune, Skyler V Melcalfe, Thomas Nalley, Christopher (\$1.00 Raise after CDL License) | 5             |          |       | 22.94<br>22.94 |
| Hacket, Timothy Hall, Derek (\$1.00 Raise after CDL License) Long, Michael (\$1.00 Raise after CDL License) McCune, Skyler V   | 5<br><b>S</b> | 21,44    | 4     | 22,94          |

JULY 5, 2022

BOOK 43

# REGULAR SESSION OF NELSON FISCAL COURT

|                          | 2021-2022                               | 2022-2023      | -   |
|--------------------------|---|----------------|-----|
| . Jail                   |   |                |     |
| Major                    | 1                                       |                | 1.  |
| Jessica Raikes           | \$ 29 00                                | 24.03          |     |
| Jail Maintenance         | 3 29.00                                 | 31,03          |     |
| William T Willett        | \$ 24.18                                | 25.85          |     |
| Administrative Captain   | 3 24.10                                 | 25,85          | -   |
| Akin-Reynolds, Melissa   | \$ 22.86                                | 24.46          | -   |
| Kitchen Supervisor       | 22.00                                   | 24.40          | -   |
| Dobbs, Tina              | \$ 20.66                                | 22.11          |     |
|                          | 20.00                                   | 22.11          | -   |
| Sergeants                | 19 44 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 |                |     |
| Clark, Deniel            | \$ 21.31                                | 22.80          |     |
| Smith, Mary N.           | \$ 22.31                                | 23.87          |     |
| Newkirk, Michael         | \$ 21.31                                | 22.80          |     |
| 140                      |   | 22.00          | 1   |
| Deputies, Full-Time      |   |                |     |
| Boone, Shellie           | \$ 20,12                                | 21.53          | -   |
| Cecil, Rick              | \$ 20.12                                | 21.53          | -   |
| Elmore, Carmel F         | \$ 20.12                                | 21.53          | 1   |
| Humm, Tammy              | \$ 20.12                                | 21.53          |     |
| Snellen, Kevin           | 5 20.12                                 | 21.53          | 1   |
| Stratton, Todd           | S 20.12                                 | 21.53          |     |
| Weaver, Carla            | \$ 20.12                                | 21.53          | T   |
| Deputies, Part-Time      |   |                |     |
| Brady, Bret              |   |                | 100 |
| Bryan, Cecilia           | \$ 15.00                                | 16.05          |     |
| Calbert, Glann O         | S 15.00                                 | 16 05          |     |
| Cissett, Bridget D       | S 15.00                                 | 16.05          |     |
| Hall, Justin O.          | \$ 15.00                                | 16.05          | 111 |
| Hooks, Jenny L           | \$ 15.00                                | 16 05          |     |
| Howard, Sandra I         | \$ 15.00<br>\$ 15.00                    | 16.05          |     |
| Hughley, Victoria        |   | 16.05          |     |
| Humm, Michael            | \$ 15.00                                | 16.05          |     |
| Kimball, Pamela W.       | \$ 15.00                                | 16.05          |     |
| Lifly, Dashaun L         | \$ 15.00                                | 16.05          |     |
| Mattingly, Mary          | \$ 15.00                                | 16.05          |     |
| Perham, Zechariah D      | 3 13.00                                 | 16.05          |     |
| Peterson, Scott          | \$ 15.00                                | 16.05          | -   |
| Randolph, James A        | S 15.00                                 | 16.05<br>16.05 | -   |
| Watson, Adrian L         | S 15.00                                 | 16.05          |     |
| Wimsett, David Lawrence  | \$ 15.00                                | 16.05          |     |
| Wimsett, Marsha Darleene | \$ 15.00                                | 16.05          | -   |

JULY 5, 2022

BOOK 43

### REGULAR SESSION OF NELSON FISCAL COURT

|  | 20       | 21-2022 |                | 2022-2023 |
|--|----------|---------|----------------|-----------|
| bulance Employees                                  |          | -       |                |           |
| Full-Time Employees                                | 11       |         |                |           |
| Balley, Brian Thomas                               | 5        | 16 61   |                | 18.07     |
| Bohachevsky, Mark                                  | \$       | 22.00   |                | 23 84     |
| Cissell, Brandon                                   | \$       | 23.90   | 1              | 25.87     |
| Claytor, Christopher                               | \$       | 17.51   |                | 19.04     |
| Collins, Donald S                                  | S        | 17.18   |                | 18.38     |
| Collins, Stephanie                                 | 5        | 17.21   |                | 18.41     |
| Cothern, Chase                                     | \$       | 24.39   |                | 26.40     |
| Dones, Nathan                                      | \$       | 24 71   |                | 26.74     |
| Fadely, Lindsey                                    | S        | 23.25   |                | 25.16     |
| Greenwell, Annette                                 | S        | 25.02   | does de        | 26.77     |
| Harmon, Keasha                                     | S        | 17.37   |                | 18.89     |
| Hendricks, Johnathan                               | 5        | 31.00   |                | 33.17     |
| Hornback, Nathaniel                                | S        | 15.98   |                | 17.40     |
| Johnson, Marlene                                   | S        | 17.65   |                | 18.89     |
| Nowakowski Adam R                                  | 5        | 21.91   | 122            | 23.74     |
| Patten, Brandon                                    | 5        | 18.29   |                | 21.60     |
| Prewitt, Eva                                       | 5        | 34.11   |                | 36.50     |
| Prewitt, Joe                                       | S        | 35.12   |                | 37.58     |
| Rakes Jr. Nicholas                                 | S        | 24.57   |                | 26.59     |
| Reynolds, Michael K                                | 1 5      | 22.81   |                | 24.41     |
| Schweickart, Timo                                  | 5        | 16.90   |                | 18.38     |
| Smith. Joseph T                                    | 5        | 17.05   |                | 18.24     |
| Spalding, Alysia                                   | 5        | 23.60   |                | 25.25     |
| Spalding, Joseph                                   | 5        | 28.88   |                | 31.20     |
| Veech, Tyler                                       | S        | 17.29   |                | 18.50     |
| Vidt, Renee  | 5        | 18.53   | P (4-1/2)      | 19.83     |
| Walker, Lauren                                     | \$       | 16.34   |                | 18.38     |
| Ward, Wanda  | _ \$     | 27.60   |                | 29 53     |
| Yales, Auburn                                      | 5        | 21.70   | 1              | 23 22     |
| Part-Time Employees Chesser, Scott                 |          |         |                |           |
| Gillum, Timothy                                    | 5        | 21.87   |                | 23.40     |
| Goss, Jared M.                                     | \$       | 21.19   |                | 22 97     |
| Gray, Daniette                                     | S        | 16.61   |                | 18.07     |
| Kurtz, Christopher                                 | \$       | 15.68   |                | 16.78     |
| Mattingly, Jonathan G                              | \$       | 17.93   |                | 19.49     |
| Moreno, Michael E                                  | 5        | 22.81   |                | 24.41     |
| Muse, Patrick S                                    | 5        | 20.19   | -              | 21.60     |
| Neel, Trevor A                                     | S        | 15 68   |                | 16.78     |
| Sandusky, Michael C                                | S        | 17.18   | -              | 18.38     |
| Spalding, Joseph C                                 | \$       | 22.23   | -              | 23.79     |
| Whitlow, Cassie F                                  | 5        | 18.58   |                | 18.04     |
| Wolf, Thomas                                       | S        | 17.29   |                | 18.50     |
|  | S        | 17.16   | -              | 18 36     |
| Deputy Sheriffs                                    | -        |         |                |           |
| Adams, Brian                                       | S        | 22 65   | 25.20          |           |
| Bealy, Trevor A                                    | 5        |         | 25.20          | 27.27     |
| Bryan, Brandon                                     | 1 3      | ∠3.33   |                | 27.27     |
| Culter, David                                      | 1 5      | 17.40   | 33.50<br>18.70 | 35.57     |
| Downs, Zacary L                                    | 3        | 15.00   |                | 20.77     |
| Hardin, Jerry                                      | 5        |         | 25.20          | 16.05     |
| Lewis Sr. Adrian                                   | 5        |         | 18.70          | 27.27     |
| Littlefield, Kelly                                 | S        |         | 22.31          | 20.77     |
| Pinkston, Dalton                                   | 5        |         | 28.65          | 24.38     |
| Simpson, Timmy                                     | 5        |         | 18.70          | 30.92     |
|  |          | 17.40   | 10.70          | 20.77     |
| rates include the yearly training incentive \$2.07 | Acres de |         |                | i         |

JULY 5, 2022

BOOK 43

### REGULAR SESSION OF NELSON FISCAL COURT

|  | 2021                  | -2022 | 2022-2023 |
|--|-----------------------|-------|-----------|
| iff's Employess/Clerks   |                       |       |           |
| Aubrey, Melissa  | S                     | 24.57 | 26.29     |
| Boone, Mike  | s                     | 18.76 |           |
| Brady, Pamela B  | \$                    | 17.81 | 20.07     |
| Clark, Bonni   | \$                    |       | 19 06     |
| Clark, Lercy   |                       | 14.99 | 16.04     |
| Deaver Kelly   |                       | 16 53 | 17.69     |
| Hall Shannon E   |                       | 18.81 | 20.13     |
| Riley, Keith   | IS                    | 16.00 | 17.12     |
| Sprigg, Juy  | S                     | 17.37 | 18.59     |
| Wheeler, Cecelia   | S                     | 18.73 | 20,04     |
| THE STATE OF THE S | 5                     | 21.41 | 22.91     |
|  |                       |       |           |
| \$1.00 Increase effective upon completion  | n of probation period |       |           |
|  |                       |       |           |
|  |                       |       |           |
|  | 1                     |       |           |

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 581** 

Population Reporting Form 7/5/2022

| · opulation ite   | por ting rottin |                   |    |
|-------------------|-----------------|-------------------|----|
| Main Jail         |                 |                   |    |
| Secure Male       |                 | Secure Female     | 1  |
| Class D           | 6               | Class D           | 1  |
| Alt. Sentence     | 0               | Alt. Sentence     | 0  |
| Controlled Intake | 14              | Controlled Intake | 2  |
| Parole Violators  | 4               | Parole Violators  | 1  |
| Federal Inmates   | 0               | Federal Inmates   | 0  |
| County Inmates    | 53              | County Inmates    | 16 |
| Total             | 77              | Total             | 20 |
| Non Secure Male   |                 | Non Secure Female |    |
| Class D           | 6V3 5           | Class D           | 0  |
| Class C           | 1               | Class C           | 1  |
| Alt. Sentence     | 4               | Alt. Sentence     | 1  |
| Total             | 10              | Total             | 2  |
|                   |                 | <del> </del>      |    |

| <b>Restricted Custody Cen</b> | ter (RCC)         |     |
|-------------------------------|-------------------|-----|
| Non Secure Male               | Non Secure Female |     |
| Class D                       | Class D           |     |
| Class C                       | Class C           |     |
| Alt. Sentence                 | Alt. Sentence     |     |
| Federal Inmates               | Federal Inmates   |     |
| County Inmates                | County Inmates    |     |
| Total                         | O Total           | . ( |

| Jail Restricted Custody | JRC)              |
|-------------------------|-------------------|
| Non Secure Male         | Non Secure Female |
| Class D                 | Class D           |
| Class C                 | Class C           |
| Alt. Sentence           | Alt. Sentence     |
| Federal Inmates         | Federal Inmates   |
| County Inmates          | County Inmates    |
| Total                   | ) Total           |

|                                     | _ |
|-------------------------------------|---|
| Secure is Cl. PV, Level 2A, 3, 4, 5 |   |
|                                     |   |
| Non Secure is Level 1 or 2          |   |

Revised 07/27/2018(2)

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 582** 

Population Analysis By Classification And Sex Report JailTracker @ Report Printed On 07/05/2022 08:21 by UserID 117 Classification

AS

CC-1

CD-1

CD-3

CI

CIRCUIT COURT

COUNTY-DISTRICT

DE Grand Total SENTENCED-DISTRUCT PAROLE VIOLATION Date Totals 7/6/2022 7/6/2022 7/6/2022 7/6/2022 7/6/2022 7/6/2022 7/6/2022 7/6/2022 7/6/2022 Date Totals 133 B Glassification Specific Breakdown Female 8 Population Analysis By Classification And Sex Ω Male Classification Summary. CRCHE X. Total 07/06/2022 to 07/06/2022 ĸ DE PAROLE SENTEN CHIMAL VIOLATI DISTRIC TOCAL TOCAL

Nelson County Jail
Page 1 of 1

JULY 5, 2022

**BOOK 43** 

### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 583** 

#### **Nelson County Road Department**

#### **Report to Fiscal Court**

July 5, 2022

- Vegetation Control (Trimming and Spraying)
  - o Trimmed and sprayed weeds on Curve at 215 Humphrey Ln
  - Removed some bamboo and Pine trees on Right of Way of 516 Ed Pile Rd
  - **D** Trimmed trees on Ballard Ln
  - Cleared vegetation in curve near the Landfill Entrance on Airport Rd. This was to improve sight distance.
- Asphalt Patch
  - o Harrison Fork Rd
  - o Independence Ave in Liberty Heights Subdivision by American Greetings
- Culvert Replacements
  - Replaced three culverts on Hall Simpson Rd. We have 4 remaining before it will be ready for overlay.
  - Replaced a culvert at 1625 Mobley Mill Rd
- Ditch Work
  - o Placed channel lining in ditch near 37 Wilkerson Rd
- Small road repair on Hagan Rd in Bloomfield
- Provided help for the Feed America Program
- Mowers are in District 1 finishing up Round 2.

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 584** 

45E00-25-009

### NELSON COUNTY - KENTUCKY

# APPLICATION FOR ASSESSMENT/REASSESSMENT MORATORIUM CERTIFICATE

Please read The "Explanation of Assessment/Reassessment Moratorium Certificate" prior to completing this application – attached.

|  |                    | FURNIATION           |                       |                                       |  |
|--|--------------------|----------------------|-----------------------|---------------------------------------|--|
| Name /Lgan P. Clas   |                    | Pho                  | me 502-24             | 9-168                                 |  |
| Mailing Address 207  | F. Stephen         | Foster               |                       |                                       |  |
| City Bardstown   |                    | State KY             | Zip                   | 40004                                 |  |
| PROPERTY INFORMATION   |                    |                      |                       |                                       |  |
| Type   |                    |                      | And the second second |                                       |  |
|  | ast Stephen        | Project C            | ompletion Date        |                                       |  |
| The state of the s | 431 STEPHEN        | PUSPEL               | Age of Buildi         | ng 100+ years                         |  |
| General Description of Property: Single Family Primary Residence   |                    |                      |                       |                                       |  |
|  |                    |                      |                       |                                       |  |
|  |                    |                      |                       |                                       |  |
| General Description of Proposed  | Ilea Driver        | Postdone             | 1 1.11                |                                       |  |
| advanta pescription of Proposition   | USE. TI MOLI       | 1 ICES France        | DOE OWN               | <u> </u>                              |  |
|  |                    |                      |                       | · · · · · · · · · · · · · · · · · · · |  |
|  |                    |                      |                       |                                       |  |
| If commercial, list the flood buildi   | ng equipment and a | statement of the eco | nomic advantag        | es expected from                      |  |
| the moratorium and construction  | employment;        |                      |                       |                                       |  |
|  |                    |                      |                       |                                       |  |
|  |                    |                      |                       |                                       |  |
|  |                    | Applicant's estimate |                       |                                       |  |
| Applicant's estimated Total Costs of rehabilitation or repair  | \$200,000          | value of property as | of the date of        | \$ 225,000                            |  |
| Or resambilitation of repair   | 200,000            | this application     |                       | 2-3,000                               |  |
| 1. Ryan P. Clark hereby sweet leftime under persons of parties   |                    |                      |                       |                                       |  |
| that I (wh) arm (arm) the owner(s) of the property for which this assessment more forum is sought and that   |                    |                      |                       |                                       |  |
| all information contained in this application is true and correct.   |                    |                      |                       |                                       |  |
| # $P / V$  |                    |                      | 11-1                  |                                       |  |
| Signature of Applicant(s)  | 1/2                | <del></del>          | 6/23/2                | DZ 7                                  |  |
| pignasha ot Abiatomit(a)   |                    |                      | Date                  |                                       |  |
| OFFICIAL ING ONLY DO NOT WRITE BELOW THIS LINE   |                    |                      |                       |                                       |  |
| PROPERTY VALUATION ADMINISTRATOR   |                    |                      |                       |                                       |  |
|  |                    |                      |                       |                                       |  |
| Property Valuation Administrator's Appraisal \$ 220,000  |                    |                      |                       |                                       |  |
| This Application is  | APPROVED           | DISAPPROVED          |                       |                                       |  |
| Jeany L. Bon   |                    |                      | 6/22/2                | 1                                     |  |
| Signature of Property Valuation Administrator Date   |                    |                      |                       |                                       |  |

. .

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 585** 

#### **LEASE AGREEMENT**

This lease, made and entered into this \_\_\_ day of June, 2022, by and between County of Nelson Public Improvement Corporation, whose address is 1 Court Square, Bardstown, KY 40004; (hereinafter referred to as "Landlord"); and Bardstown-Nelson County Veterans Park, Inc., who address is 94 Court Square, Bardstown, KY 40004; (hereinafter "Tenant");

 PREMISES: For and in consideration of the rents to be paid and the covenants contained herein, the Landlord does hereby demise, let and lease unto Tenant the following described property (hereinafter referred to as "premises"):

### DESCRIPTION TO BE PROVIDED BY BRAD

- 2. TERM: The term of this Lease shall be for a period of fifty ten-(5+0) years, commencing on April \_\_\_\_, 2022 and ending on March \_\_\_\_, 20832. Tenant shall have the option to renew this lease, upon the same terms and same conditions for an additional term of four (4)-10 year terms by Tenant giving written notice to Landlord not later than sixty days (60) days prior to the expiration of the original term. Tenant covenants and agrees that it will pay rent in the manner described in this lease and deliver the Premises to Landlord, its successors or assigns, peaceably and quietly at the expiration of the term in as good a condition as when received.
- RENT: The amount of rent to be paid during the term of this Lease shall be one dollar (\$1.00) per term, due on the on day of signing this lease or any renewal thereof.
- 4. USE: Tenant shall use the premises as a park to honor Veterans and their service to the United States of America.
- ALTERATIONS: Any improvement or addition to the premises, whether temporary or permanent, must be approved in writing by the Landlord and made at Tenant's expense.
- 6. LIENS AND CLAIMS: Tenant shall at all times keep the leased premises and Landlord's estate or interest therein free and clear from all claims, liens, and encumbrances caused by or through Tenant or occurring as the result of construction work, repairs, alterations, additions and restoration work required or permitted to be done by Tenant pursuant to the terms of this Lease, and Tenant shall indemnify and save Landlord harmless from and against all loss, costs, expenses and attorneys' fees incurred or expended in connection with any such claim, lien or encumbrance or the prosecution or defense of any such suit, action or proceeding relating to the same.
- 7. UTILITIES: The cost of any utility service is to be paid by the <u>Landlord Tenant</u> unless otherwise agreed to by the parties.
- SUBLETTING: Assignment or sublease by Tenant is prohibited unless the Landlord consents in writing.

Page 1 of 5

T. Didden Group Micellanes I FALL many 1900 Version but America Association of Computer Management (Association of Computer Management (As

JULY 5, 2022 BOOK 43

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 586** 

- 9. MAINTENANCE: In the event that the Landlord approves any alterations to the premises, the Tenant warrants that it will keep the alterations in good working order, in a good state of repair and in compliance with all governing codes.
- 10. SIGNS AND FLAGS: Tenant may not erect any signs or flags upon the Premises without the express written consent of the Landlord.
- 11. TENANT'S INSURANCE AND AGREEMENT TO HOLD LANDLORD HARMLESS WITH INDEMNIFICATION: During the term of this Lease, Tenant shall carry comprehensive liability insurance in the minimum amount of one million dollars (\$1,000,000.00) covering the Premises, which limits shall include and cover both personal injury and property damage coverage. Landlord shall be named as an additional insured under said policy of insurance and proof thereof shall be provided to Landlord upon execution hereof.

Tenant agrees to hold Landlord harmless from any and all injury or damage to any person or entity suffered at or upon the Leased Premises during the term of this lease. Tenant further agrees to indemnify Landlord from any loss Landlords' request, shall defend Landlord (with counsel approved by Landlord) from and against all liabilities, claims, losses, damages, and expenses (including attorney's and/or legal fees and expenses) however arising or incurred, related to any incident, damage to property, injury or death of, any person, contamination or alleged contamination, or violation of law or regulation caused by or connected with this lease whether or not caused in part by the active or passive negligence or other fault of any party indemnified herein and any of the foregoing arising or imposed in accordance with the doctrine of strict or absolute liability. Tenant's indemnity obligations shall survive the expiration or termination of this lease.

- 12. DEFAULT: In the event of non-compliance with the conditions of this lease, Landlord shall provide written notice to the Tenant of the non-compliance and Tenant shall have ten (10) days from the date of the notice to remedy said non-compliance. If Tenant fails to remedy said non-compliance within the ten-day period, then the Landlord shall have the right to terminate this Lease and Tenant shall immediately yield to Landlord full, quiet and peaceable possession of the Premises. Landlord shall be entitled to recover from Tenant all costs and attorney fees paid in the pursuit of collection unpaid rent, damages, restoration or possession of the premises.
- 13. NOTICES: All notices sent to either party shall be sent certified Mail, Return Receipt Requested to the addresses listed in the first paragraph of this lease or such other addresses as either party may designate in writing to the other party.

### 14. ENTRY ONTO LEASED PREMISES:

A. Tenant hereby authorizes the Landlord/or agents or representatives or Landlord to enter the Leased Premises at any time, whether an emergency or not, and whether Tenant is present or absent, to make such repairs, alterations and inspections as any

Page 2 of 5

T. H. J. Street, Control of the Street in Part Vision Part Acts for Superior Street, and Manufacture and Manuf

JULY 5, 2022

**BOOK 43** 

REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 587** 

be deemed necessary by Landlord for the preservation and maintenance of the Premises.

- B. If Tenant vacates, surrenders or abandons the Premises (which shall be defined as the inability of the Landlord to contact the Tenant over sixty-day period at any time during the term of this lease or any renewal thereof), the Landlord may declare the lease abandoned and retake possession of the Premises, preserving all rights provided under this lease.
- 15. RE-ENTRY: Tenant agrees that at any time during the term of this lease, Landlord may terminate this Lease and take possession of the Premises for any reason or no reason. Should the Landlord terminate the lease under this provision, it is required to provide 90 days written notice to the Tenant that it intends to exercise its rights under this term of the lease and the Landlord must reimburse the Tenant for the actual cost of any improvements made to the premises. If so terminated, the Tenant agrees to promptly vacate the premises removing all real or personal property and belongings and upon Tenant's failure to do so, the Landlord may take all steps necessary, including removal of Tenant's property and Landlord shall not be responsible to Tenant for loss or damage to Tenant's Property.
- 16. RESTORATION OF PREMISES: At the termination of this for any reason, Tenant agrees to remove any improvements made by it during the term of the lease and shall surrender the property to the Landlord in the same condition that it was in at the beginning of the lease.
- 17. HOLDING OVER: In the event that Tenant remains in possession of the leased Premises after the expiration of the lease term and without execution of a renewal Lease or extension of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, and shall otherwise be subject to all the conditions, covenants, provisions and agreements of this Lease insofar as they may be applicable to a month-to-month tenancy.
- 18. PROPERTY OF TENANT UPON PREMISES; INSURANCE. All property belonging to tenant kept upon the leased premises shall be at the tenant's own risk or at the risk of the person owing such property, and Landlord shall not be responsible in any way for any loss of or damage to the same. Tenant shall procure and maintain at Tenant's sole cost and expense, appropriate insurance covering the contents of the leased premises. Any insurance maintained on such property by Tenant and any recovery thereunder shall be the tenant's sole and exclusive remedy.
- 19. CONSENT: Not withstanding anything herein to the contrary, whenever the consent of either party is required, such consent shall not be unreasonably withheld or delayed.
- 20. WAIVER OF SUBROGATION: Each party hereto waives any and every claim which arise in its favor and against the other party during the term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the premises, which loss or damage is covered by valid and

JULY 5, 2022 BOOK 43

### REGULAR SESSION OF NELSON FISCAL COURT

**PAGE 588** 

collectable fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

- 21. GOVERNING LAW; VENUE. This agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Kentucky, and both Landlord and Tenant agree, and do hereby submit, to personal jurisdiction and venue with an appropriate court of competent jurisdiction within Nelson County, Kentucky, for the resolution of any and all disputes arising out of this agreement and the interpretation and enforcement hereof.
- 22. ENTIRETY OF LEASE: This Lease shall not be modified except by writing to be duly executed by the party to be bound thereby. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 23. CAPTIONS: The captions in this Lease have been written solely for the convenience of the parties and shall not be considered when interpreting this Lease.
- 24. ENVIRONMENTAL HAZARDS: Landlord represents and warrants that there are no pollutants, contaminants or any other substances including on, under or surrounding the premises, which Landlord or any other person or entity has placed or allowed to be placed upon the premises. Tenant represents and warrants that it will not use, allow to be used, store, house or in any other way permit any substance, pollutant, contaminant or other environmental hazard in or upon the premises. In the event any pollutants, contaminants or other such substances are present or found on the premises during the term hereof, Landlord may seek injunctive relief and damages and may immediately terminate this Lease. Tenant hereby Indemnifies and saves Landlord harmless against any and all loss, damages and costs, including reasonable attorney's fees and expenses which Landlord may hereafter suffer, or incur by reason of any liability arising out of environmental laws, claims, or proceedings due to the past or present state of premises or due to the activities of Tenant. This duty to indemnify shall survive the termination of the lease or any extension thereof and includes any liability that the landlord may suffer or incur in connection with any environmental clean up ordered by an any governmental agency or court.

| The terms of this lease are hereby agreed to on this day of, 2022, |   |  |
|--|---|--|
| Landlord   | Tenant  |  |
| Commonw<br>County of   | ealth of Kentucky<br>Nelson   |  |
| I he   | reby certify that Nelson County Judge Executive Dean Watts appeared before me on ay of, 2022, and acknowledged that he executed the instrument and that |  |
|  | Page 4 of 5   |  |
| T-Di-Dart County   | hardware I Allew a fix Vergen bet have er dyel 14 to the Marie Ville  |  |

JULY 5, 2022 BOOK 43
REGULAR SESSION OF NELSON FISCAL COURT PAGE 589

| this person is personally known to me or $\mathfrak{p}$ identity. | provided proof sufficient to convince me of their  |
|---|--|
| My Commission expires: My Notary ID#:                             |  |
|   | , Notary Public  |
| Commonwealth of Kentucky County of Nelson                         |  |
| or, Zuzz, and acknowledged  | appeared before me on the day that he executed the instrument and that this person is sufficient to convince me of their identity. |
| My Commission expires:<br>My Notary ID#:                          |  |
|   | , Notary Public  |